

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
ST. JOSEPH DIVISION**

CAMERON REGIONAL )  
MEDICAL CENTER, INC., )  
                       )  
                       )  
Plaintiff,           )                          Case No. 5:22-cv-6122  
                       )  
v.                     )  
                       )  
CORIZON HEALTH, INC. AND )  
CORIZON, LLC         )  
                       )  
Defendants.          )

**MEMORANDUM IN SUPPORT OF MOTION FOR LEAVE TO FILE UNDER SEAL**

Plaintiff, Cameron Regional Medical Center, Inc. (“CRMC”), requests that the Court enter an order granting leave to file the attached Hospital Services Agreement (the “Agreement”)—the contract between CRMC and Defendant Corizon Health, Inc. (“Corizon Health”)—under seal. Plaintiff submits this Agreement in support of its Complaint and has incorporated redacted quotes and references to the Agreement throughout the Complaint.

In support of its Motion for Leave, Plaintiff states:

1.      Defendant Corizon Health, under its prior registered name of Corizon, LLC, entered into a Hospital Services Agreement (the “Agreement”) with CRMC dated January 1, 2015.
2.      The Agreement is relevant to the Court’s consideration of Plaintiff’s Complaint.
3.      Plaintiff contends that the Complaint and Agreement should be filed unredacted and is prepared to do so with a waiver of confidentiality from Defendant or an order of the Court.
4.      Notwithstanding Plaintiff’s contention, the Agreement states that its terms are confidential and, thus, Plaintiff files this Motion for Leave to File Under Seal.

5. The Agreement states that CRMC “shall not disclose, or allow others to disclose, the terms of this Agreement, except, as it is necessary to perform this Agreement or to obtain accounting, legal or tax advice from its professional advisers.” Ex. A. at ¶ 6.2.

6. Fed. R. Civ. P. 5.2(d) provides that the Court “may order that a filing be made under seal without redaction” and may order that the person who makes such filing file a “redacted version for the public record.”

7. In determining whether to grant a Motion to File Under Seal, the Court must balance the interests of the party seeking the document’s sealing with the public’s common-law right of access to judicial records. *See IDT Corp. v. eBay*, 709 F.3d 1220, 1222 (8th Cir. 2013). The party seeking to keep the records under seal must provide a compelling reason for doing so. *Flynt v. Lombardi*, 885 F.3d 508, 511 (8th Cir. 2018).

8. There are compelling reasons for filing the Agreement under seal and redacting the Complaint until Defendant grants a waiver of confidentiality or this Court grants leave for Plaintiff to file the Complaint and Agreement without redactions. Confidentiality is a term of the parties’ Agreement and the Agreement contains potentially competitively-sensitive information regarding the parties’ commercial dealings.

WHEREFORE, as provided under Fed. R. Civ. P. 5.2(d), CRMC respectfully requests that the Court grant leave to file Exhibit A to Plaintiff’s Complaint under seal, grant leave to file the Complaint in redacted form; and that the Court grant such other and further relief as is deemed just and proper.

Dated: November 8, 2022

Respectfully submitted,

**SPENCER FANE LLP**

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